

Request for Proposals

ELECTRONIC MONITORING SYSTEMS

PROJECT NO. 050R5800116



Department of Budget and Management

Office of Information Technology

Issue Date: November 4, 2004

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO OFFERORS/OFFERORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this contract, please fax this completed form to: 410-974-3274 to the attention of Robert Krysiak.

Title: Electronic Monitoring Systems

Project No: 050R5800116

a. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposals requirements (other than specifications) are unreasonable or too risky.
(Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory.
(Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

ELECTRONIC MONITORING SYSTEMS

PROJECT NUMBER 050R5800116

RFP Issue Date: November 4, 2004

RFP Issuing Office: Department of Budget and Management
Office of Information Technology (OIT)

Procurement Officer: Robert Krysiak
Office Phone: (410) 260-7179
Fax: (410) 974-3274
e-mail: rkrysiak@dbm.state.md.us

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: On or about February, 2005 through February, 2007
With 3 one (1) year renewal options

Pre-Proposal Conference: November 17, 2004, 10:00 AM (Local Time)
45 Calvert Street, 2nd Floor
Annapolis, MD 21401
For directions, call Terrie DeLuca 410-260-7039

Proposals are to be sent to: Department of Budget and Management
45 Calvert Street, Room 111
Annapolis, MD 21401
Attention: Robert Krysiak

Closing Date and Time: December 8, 2004 at 2:00 PM (Local Time)

NOTE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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Section 1 – General Information

1.1 Summary Statement

The purpose of this RFP is to obtain a Contractor or Contractors to provide the State with an indefinite quantity contract for the lease of active and passive electronic monitoring equipment as well as remote voice recognition systems and remote alcohol testing systems.

Currently there are two State Agencies that will be the main users of this contract, the Department of Juvenile Services (DJS), located at 721 Woodbourne Avenue in Baltimore, Maryland and the Department of Public Safety and Correctional Services (DPSCS) located at 2100 Guilford Avenue, Baltimore, Maryland.

The scope of this solicitation encompasses three (3) functional areas. The functional areas are as follows:

Functional Area 1: Active and Passive Radio Frequency Electronic Home Detention Systems, Landline and/or Cellular based,
Functional Area 2: Active and Passive Global Positioning; and
Functional Area 3: Video, Voice, Breath Alcohol Monitoring, including Continuous Alcohol Monitoring.

The State desires to award up to two (2) contracts that together will cover all of the products and services specified within the above-referenced three (3) of the functional areas (See RFP Section 3.2). The State reserves the right to award up to two (2) contracts per functional area. This could result in up to six (6) contract awards.

The State does not guarantee that it will purchase any equipment or any service from any resulting contract. This contract will not be construed to require the State to procure exclusively from the Offeror. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the Offeror.

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Agency** – the unit of State government procuring equipment and services.
- b. **Agency point of contact**- Person designated as the single point of contact for the Agency in the Request for Quote sent to the Offeror.
- c. **Contract** – The contract entered into between DBM and the selected Offeror responding to this RFP. The Contract will include all general State terms and conditions, and will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offeror’s proposal. A sample contract is included as Attachment A to this RFP.
- d. **Contract Manager (CM)** – DBM’s designated person as the single point-of-contact with the authority and knowledge to issue work order and to resolve all matters in connection with the project on behalf of the DBM. See Section 1.6 for the designated State Contract Manager.

- e. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us
- f. **Local Time** – Time in the Eastern Time Zone as observed by the State.
- g. **Offeror** – An entity that submits a proposal in response to this RFP.
- h. **Procurement Officer** – The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative that can authorize changes to the contract. The Procurement Officer for this Request for Proposals is Robert Krysiak (see Section 1.6).
- i. **Proposal** - The technical and financial response provide by Offerors in response to this RFP.
- j. **Purchase Order (PO)** – Once signed, a binding agreement between the State and the Contractor for items or service identified at the specified price.
- k. **RFP** – This Request for Proposals for Electronic Home Monitoring Systems, Project Number 050R5800116 dated November 4, 2004, including any amendments.
- l. **State** – The State of Maryland.
- m. **State Business Hours** – 8:00 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.

1.3 Contract Type

The contract that results from this RFP shall be an Indefinite Quantity Contract with Fixed Unit Prices, with price adjustments, in accordance with COMAR 21.06.03.

1.4 Contract Price Adjustments

A. Price Adjustment:

After the 2 year Base Contract Term (after 2/28/2007), if the Renewal Option periods are exercised by the State, Contractors will be entitled to annual adjustments to their fully-loaded hourly labor rates in accordance with certain changes in the Consumer Price Index (CPI) as described in Section 1.4.B.

B. Consumer Price Index Information

- 1) This section describes the mechanism to be used to make CPI adjustments. Price adjustments may be made to the contracted service rates for each one (1) year renewal option period after the base contract term. The sequence of actions to implement a price adjustment is as follows:
- 2) At least ninety (90) calendar days prior to the anniversary dates of the contract, the Contract Manager shall advise the Contractor(s) of the allowable percentage adjustment that may be applied for each contracted service rate. The adjustment shall be based on the change in the Consumer Price Index (CPI) as calculated below. The maximum annual contract period increase shall be limited to five percent (5%) of the then current contract prices.

- 3) Within fifteen (15) calendar days of the receipt of the State's notice of adjustment, the Contractor shall submit a schedule of revised rates to the Contract Manager if it wishes to obtain a rate increase. In the event the CPI for the measured period is negative, the contractor shall reduce prices accordingly. In the event the CPI for the measured period is positive, the contractor shall have the option of keeping existing contract prices or changing to any price up to the maximum allowable percentage increase.

- 4) The adjustment will be calculated as a percentage resulting from the change in the index for the most recent thirteen (13) months beginning from the most current month available as posted by the U.S. Department of Labor, Bureau of Labor Statistics (BLS) prior to the anniversary dates of the Contract.

Consumer Price Index Information:

The adjustment shall be calculated by reference to the annual change in the BLS, CPI—All Urban Consumers for:

- o Area: U.S. City Average, Not Seasonally Adjusted
- o Item: All Items
- o Series ID: CUUR0000SAO
- o Base Period 1982-1984 = 100

The following example illustrates the computation of percent change:

CPI for most currently available period	184.3
Less CPI for previous period	180.9
Equals index point change	3.4
Divided by previous period CPI	129.9
Equals	.019
Result multiplied by 100	0.019 x 100
Equals percent change	1.9%

1.5 Contract Duration

The term of this Contract is for a period of two (2) years commencing on the date that the Department executes this contract and terminating on February 28, 2007. The State, at its sole option, shall have the unilateral right to extend the contract for up to three (3) additional, successive one-year terms. Maintenance support, if purchased prior to the end of the contract, may extend up to one year after the end of the contract. Installation services may not be ordered unless all installation services can be completed prior to the end of the contract. No equipment orders under the delivered or installed terms will be processed after the end date of the contract.

1.6 Procurement Officer/Contract Manager

The sole point of contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer at the address listed below:

Robert Krysiak, Procurement Officer
 Department of Budget and Management
 Division of Policy Analysis, Procurement Unit

45 Calvert Street/ First Floor Room 111
Annapolis, Maryland 21401
Telephone #: 410-260-7179
Fax #: 410-974-3274
E-mail: rkrysiak@dbm.state.md.us

The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Offeror. The State's Contract Manager is:

G. Edward Ryan, II
Department of Budget and Management
Telecommunications Division
301 West Preston Street, Suite 1304
Baltimore, Maryland 21201
Telephone: 410-767-4219
Fax: 410-333-5163
E-mail: ryan@dbm.state.md.us

DBM may change the Procurement Officer and/or Contract Manager at any time by written notice to the Offeror.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on November 17, 2004, beginning at **10:00 AM**, at 45 Calvert Street, 2nd Floor, Annapolis, Maryland 21401. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **4:00 pm, November 15, 2004** all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call Robert Krysiak at (410) 260-7179 with such notice. The Pre-Proposal Conference Response Form is included as Attachment F to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.8 Use of "e-Maryland Marketplace"

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (www.dbm.state.md.us) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and DBM responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.10 Proposals Due (Closing) Date

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **2:00 pm** (local time) on December 8, 2004, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word 2000 format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel 2000 format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, Functional Area Proposed and RFP number, Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, December 8, 2004 at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.14 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offeror's of the time and place of oral presentations. Typically oral presentations occur approximately 2 weeks after the proposal due date.

1.15 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.16 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.17 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.18 Multiple or Alternate Proposals

Multiple or alternative proposals will not be accepted. **Submitting proposals for more than one functional area is not considered a multiple or alternate proposal.**

1.19 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

1.20 Offeror Responsibilities

The selected Offeror/Contractor shall be responsible for all products and services required by this RFP for the functional area or areas proposed. Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The selected Offeror retains responsibility for all work performed by and any deliverable submitted by a subcontractor. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.21 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal.** A proposal that takes exception to these terms may be rejected.

1.22 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this RFP.

1.23 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C** of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed contract award.

1.24 Minority Business Enterprises

NOTICE: The procedure for submitting MBE information and forms has been revised effective October 1, 2004. See Attachment D for explanation of the revised requirements. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

An MBE subcontractor participation goal of 10% has been established for this solicitation. The Contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the MBE goals in such subcontract awards with businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

Contractors are advised that upon the execution of a contract with the State, the MBE goals stated in this RFP shall become contractual participation obligations of the Contractor. The failure of the Contractor to meet MBE participation obligations under the Contract shall permit the State to take such actions as would be permitted for any other failure of the Contractor to meet its obligations under the contract.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBEs is available via this web site.

1.25 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.26 Procurement Method

This contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.28 False Statements

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or

(3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

(b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

(c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.29 Contract Extended to Include Other Non-State Governments or Agencies

For the purposes of an information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the Contractor goods or services covered by this contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies:

- Shall constitute contracts between the Contractor and that government or agency;
- Shall not constitute purchases by the State or State agencies under this contract;
- Shall not be binding or enforceable against the State, and
- May be subject to other terms and conditions agreed to by the Contractor and the purchaser. Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State agency.

1.30 Non-Visual Access

The bidder or Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The bidder or Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this RFP, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

1.31 Electronic Funds Transfers

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Bidder/Offeror shall register using the Attachment E: COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

Section 2 – Minimum Qualifications

- 2.1 Offerors must have a minimum of two (2) years experience providing electronic monitoring services and equipment, and must currently be in the business of electronic monitoring systems.

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Section 3 – Scope of Work

3.1 Background

- 3.1.1 The State of Maryland currently monitors nearly 1,000 offenders statewide using in-home Electronic Monitoring Systems, which provides an efficient alternative to incarceration. RF Electronic Monitoring Services and equipment is currently provided to DJS and DPSCS through contracts with three vendors.

3.2 General Requirements – All Functional Areas

- a. The Contractor(s) must provide the required equipment and services for one or more of the following functional areas:

Functional Area 1: Active and Passive Radio Frequency Electronic Home Detention Systems,
Landline and/or Cellular based,

Functional Area 2: Active and Passive Global Positioning; and

Functional Area 3: Video, Voice, Breath Alcohol Monitoring, including Continuous Alcohol Monitoring.

- b. All equipment provided by the Contractor(s) will be new and unused and of the latest model at contract award.
- c. All equipment provided by the Contractor (s) will be leased by the State.
- d. The Contractor(s) must provide all necessary tools to install, adjust, and remove the Contractor provided equipment.
- e. The Contractor(s) must provide the State with a single point of contact who will be responsible for the contracted equipment and services.
- f. The Contractor(s) shall create a secure (using Secure Socket Layer SSL) password-protected database of home monitoring systems and equipment supplied accessible via the Internet within (30) calendar days of contract award. The database shall permit up to fifty (50) simultaneous Agency-designated users to search and perform sorts by any field and be in a format acceptable to the State. No record in the database shall be deleted earlier than (a) that date that is three (3) years following final payment from the State under the contract; or (b) that date specified by law. An electronic file record in an electronic format acceptable to the State shall be provided to the State upon request of the Contract Manager. Failure to maintain the database will be grounds for non-payment of invoices and possible contract termination “for cause”. The fields in the database shall be columns and the column headings and types of data to be entered are as follows:
- Agency/Department (e.g. DJJS, DPSCS etc.)
 - Division (e.g. Electronic Monitoring, Telecom etc.)
 - Purchase Order Number
 - System supplied (e.g. Passive home detention, Group Detention etc.)
 - Number of Monitoring System Units and Types
 - Date of installation/activation/deactivation
 - Cost per unit

- Total Monthly charges
- Invoice Number and Date
- Billing/Account Number

The database shall be able to provide a “By-Agency” listing (alphabetical). The database shall be kept current with updates made each time a service is added, terminated, or changed. Once the database is established, invoices will not be paid unless the service is listed in the database. The Contractor(s) shall make updates no later than the end of the next business day following service addition/deletion/change. No record in the database shall be deleted earlier than (a) that date that is three (3) years following final payment from the State under the contract; or (b) that date specified by law. The Contractor(s) shall provide software capable of maintaining an accurate inventory of equipment charged to the State Central Monitoring Station. The inventory shall include item name, detainee name, serial number, and total items on inventory. The database shall be exportable to a report.

- g. For all orders for systems, equipment or services a reasonable schedule for delivery, installation, training, etc. must be established with the using agency. If the successful Contractor(s) is not the incumbent, the Contractor(s) shall be responsible for making the transition from the system under the current contract to the new system. This transition will include: (1) Coordination with the existing Contractor on the date and time of the change over to the new system; and (2) Initial data entry of identification and curfew information for all offenders being monitored at the time of the transition.
- h. The Passive Verification System provided by the Contractor(s) shall use a passive method that can verify program compliance of selected detainees. If a tag is worn by the detainee, or if a receiver is installed in the detainee’s home, it shall function reliably in any building.
- i. The Passive Verification System shall function reliably despite the nearby operation of household electrical equipment or the existence of nearby strong, but not uncommon, electrical fields generated by such sources as power transmission lines, power transformers and commercial radio towers. (The vendor shall describe the acceptable operating environment and any limitations imposed on the system due to external electrical or radio fields.)
- j. If the Passive System involves an on-person device, the on-person device should continuously signal.
- k. The Active Monitoring System proposed must be capable to remotely poll a minimum of 400 home detainees and be expandable to remotely poll up to 1000 home detainees.
- l. The Passive Monitoring System proposed must be capable to remotely poll a minimum of 150 home detainees with capability to expand to remotely poll up to 1000 home detainees.
- m. The Contractor(s) must allow the State the right to make unlimited copies of documentation for use by the using agency.

3.3 Functional Area 1: Active and Passive Radio Frequency Electronic Home Detention Systems, Landline and/or Cellular Based Requirements

3.3.1 Active System Requirements - General

- a. The system provided by the Contractor(s) shall be configured to permit expansion as may be necessary for each user agency.
- b. The system must have such hardware and software security features to prevent tampering and allow access only by authorized State personnel.
- c. The system must consist of “active” (such as radio frequency transmitter) individual in-home monitoring devices. The system must comply in all respects with the applicable rules of the Federal Communications Commission (FCC).
- d. The individual in-home devices must be capable of uniquely identifying only the detainee associated with the device and or any other detainee living in the same home.
- e. The operating range of the Home Monitoring Unit (HMU) must be remotely adjustable from the State Central Monitoring Station and include the following range settings:
 - 1) Short range of 35 feet and no more than 55 feet;
 - 2) Medium range of 56 feet and no more than 75 feet;
 - 3) Long range of 76 feet and no more than 150 feet
- f. The system must have the capability of polling all detainees from a central agency using a standard telephone line at least every four (4) hours.
- g. The central polling equipment and remote terminal must be capable of automated and unattended (without human intervention) polling verification 24 hours per day, seven days a week.
- h. The central polling equipment and remote terminals must be capable of data entry to receive and store individual detainee identification and curfew information.
- i. The system shall produce field officer routing based on unit locations.
- j. The system must have the capability of issuing an alarm and immediate notification of any polled detainee’s violation of the terms of their home detention. In addition to issuing an alarm to the Central Monitoring Station, the system shall be capable of sending alarms to alpha-numeric pagers. The pager notification shall be time window programmable (i.e.; alarm pages will only be sent between 6:00 am to 1:00 am).
- k. The system must have the capability of storing, linking and displaying digital offender photographs with other fields in the database.

- l. The system must have the capability of transmitting offender photographs and other fields in the database by e-mail, fax or printer.
- m. The system must have the capability of differentiating between groups of offenders (i.e.; Division of Corrections, Pretrial, Parolee, Juvenile).
- n. The system must have the capability of differentiating between priority of EMS violations with user adjustable defaults and levels.
- o. The system must have the capability of storing offender alert information in the database (i.e.; vicious dog on premises, assault history, weapons history) and to display a related alert code on the main offender detail screen.
- p. The system must be capable of recording and printing the name of the detainee, the nature of the event/alert and the date and time of the violation.
- q. The system must have the capability of tracking units that need to be refurbished.

3.3.1.1 Central Polling Equipment

- a. The Contractor(s) must provide both on-premise (State Facility) and off-premise (Vendor Facility) central processing capability.
- b. On-Premise and Off-Premise Central Polling Equipment supplied by the Contractor(s) and installed at an agency-designated facility must have the following components:
 - 1) Central Processing Unit (CPU)
 - 2) High volume storage medium such as hard drive or similar technology
 - 3) Floppy and/or CD drive or other such mass data input device
 - 4) Data Backup device such as tape or re-write Compact Disk and associated software allowing daily automatic data backup capability
 - 5) Monitor with cable
 - 6) Keyboard with cable
 - 7) Printer with cable
 - 8) Modem
 - 9) One (1) complete on-premise backup and one (1) complete off-premise backup of the equipment listed above
 - 10) On-Premise CPU Software
 - 11) Licensing Agreement to utilize software to monitor home detention units, All Licensing Agreements provided under this RFP shall provide for a paid-up, non-exclusive license to use all software provided by or through the Contractor(s)
 - 12) Operating system and monitoring software shall be Windows NT based open system
 - 13) Electronic Monitoring Software which must have the capability to maintain a database consisting of a variety of information fields which assigns a uniquely identified number for each detainee such as – name, address, age, offenses, sex, race, curfew restrictions etc.

- c. Contractor(s) is responsible for maintaining the accuracy of the State's Central Monitoring Station System time plus or minus three (3) minutes.
- d. Contractor(s) shall give the State Monitoring Station two (2) weeks advance notice of any system upgrade or change made remotely from the Contractor's Central Monitoring Station. System disruptions caused by changes without State notification may result in liquidated damages
- e. The software must permit State personnel to configure reports of any and all data captured in the database. Captured data may be configured in any desired arrangement of fields utilizing any filters appropriate to screen out unwanted information. This capability must also be remotely accessible via modem.
- f. The software must be in an MS Access compatible format to permit the State to import/export data from all available fields.
- g. Contractor(s) must provide security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility, which must include how employees and/or other staff will be monitored. Contractor(s), prior to commencing services, must submit a list of employees authorized to make changes or modify offenders' data or other agency program settings. Employees on the list will serve as contacts for Case Managers when there is a need to change/modify clients' data. The Contractor must detail how the company determines and maintains this authorization to employees.

3.3.1.2 In-Home Verification Equipment

- a. The verification equipment assigned to each detainee must operate reliably within normal residential structures and must operate without interference from another nearby unit, common radio transmission devices or appliances such as refrigerators, cast iron bathtubs, microwaves, etc.
- b. At no additional charge, the Contractor(s) must furnish for each system in operation one (1) spare unit for every ten (10) units in service. This spare unit shall be used only while malfunctioning units are being serviced. This spare unit shall be stored by the using agency at a location designated by that agency.
- c. Transmitting Tags must:
 - 1) Be ankle, wrist or belt worn
 - 2) Be capable of being easily attached and removed by State personnel
 - 3) Resist tampering or removal by unauthorized persons and send an alert when tampering is detected
 - 4) Contain a pre-programmed or agency programmable identity code or other such identity capability which is unique to the detainee wearing the device
 - 5) If electronic in nature, must be shock and water resistant
 - 6) If battery operated, must have batteries replaceable by State personnel and which operate for at 14 to 18 months without recharge or replacement
 - 7) Weigh less than 6 ounces
 - 8) Have a secondary proximity switch
 - 9) Be hypo-allergenic and easily sanitized
 - 10) Have a strap replacement option

- d. Landline Based Home Receiver must:
 - 1) Have a strap replacement option..
 - 2) Recognize and verify only the on-person device for which it has been programmed.
 - 3) Be capable of data transmission via non-dedicated, standard, voice grade touch-tone telephone line or equivalent connected through a standard RJ-11 jack.
 - 4) Be capable of remote adjustment of monitoring range at the detainee's location and program variable leave window schedules through the Central Polling Station.
 - 5) Be capable of Short Message Service (SMS) data transfer.
 - 6) Have at least a 4, 800 message buffer.
 - 7) If electrical, operate on normal house current and with normal home electrical outlets.
 - 8) If electrical, have at least a 14-day battery backup, which must be replaceable by State personnel.
 - 9) Must report a low battery alert to the central polling station when the battery requires replacement.
 - 10) Must resist tampering or disassembly by unauthorized personnel and send an alert to the Central Polling Station when tampering is detected.

- e. Cellular Home Receiver must include:
 - 1) LED lights display status of power supply, cellular signal, and data transfer.
 - 2) Motion sensors to ensure the unit remains in place; an alert is sent when the unit is moved.
 - 3) A minimum of 12 hours battery back-up time.
 - 4) Call-out and call-in capabilities only to the monitoring center and does not function as a normal cell phone.

3.3.1.3 Drive-By Monitoring

- a. Unit must allow agency staff to monitor and determine if the detainee wearing the monitoring equipment is in the area and display the ID unit number.
- b. Unit must have an adjustable sensitivity range control from less than 75 to at least 300 feet effective range, with the control located in a convenient location.
- c. Unit must be capable of operating from an internal rechargeable battery for a minimum of 10 hours and also capable of being powered from both a vehicle's 12V cigarette lighter adapter and 110 VAC.
- d. Unit must have a portable (rubber duck) and magnetic mount rooftop antenna for in-vehicle use.
- e. Unit must have a 200 event non-volatile memory that will time stamp the last 200 transmission signals. Must be capable of downloading this information to a standard personal computer using a Microsoft Windows operating system.
- f. Unit must have the capability of reporting tampering and low battery conditions

3.3.1.4 Portable Group Monitoring System (GMS) must:

- a. Be portable, and capable of real time monitoring of multiple detainees in a single location.
- b. Be capable of being used as a hand-held or as a car-mounted unit.
- c. Have the capability to Add, Delete and Edit group member entries.
- d. Have a rechargeable battery, with a minimum of 18 hours of battery life.
- e. Have a memory buffer that can hold a minimum of 1500 messages.
- f. Have a PC interface for data uploading and logging.
- g. Be capable of immediate visual and audio reporting on instances of tampering or disappearances.
- h. Be capable of tracking of up to 120 tags.
- i. Be capable of producing a time-stamped log of events.
- j. Be capable of defining the group in advance or on the fly.

3.3.1.5 Batteries

- a. Must be replaceable by State personnel.
- b. Must operate any in-home device continuously for at least two weeks and any device attached to the detainee for at least 14 to 18 months without recharge or replacement.
- c. Must report a low battery alert to the Central Polling station.

3.3.2 Passive System Requirements - General

- a. The system must have such hardware and software security features as necessary to be tamper resistant and allow access only by authorized State personnel with remote access via the Internet. The Contractor(s) must provide local Internet access throughout the States of Maryland, Pennsylvania, Virginia, West Virginia and Delaware and the District of Columbia.
- b. The system must have the ability to identify the detainee via passive technology, (i.e., voice verification, visual imaging, or other available technology). The system must be able to verify the detainee's presence at the prescribed location.
- c. The system must have the ability to place outbound calls and receive inbound calls (with ANI identification ability) from a minimum of twenty-four (24) approved locations. This feature must be individually set for each detainee.

- d. The system must have the ability to individually set the number of acceptable failures before an alert is generated.
- e. The system must have the ability to enroll offenders from any location via a toll free telephone number.
- f. The system must demonstrate a high degree of accuracy. The method of validation and percentage of accuracy must be explained and quantified as part of the technical proposal.
- g. The system must have the ability to set individually the range of minutes between retry calls (after busy signal or a no answer) and the maximum number of attempts to verify within a verification call.
- h. The system must have the ability to allow an officer to view and print summary and analytical reports as needed to alert supervising officers and/or agency personal via email, fax, alphanumeric page and mobile data devices.
- i. If the system requires the detainee to physically wear a device, the system must have the ability to alert and report any effort by the detainee or other unauthorized person to tamper with the system equipment to the control subsystem and via a pager.
- j. The central polling equipment must be capable of automated and unattended polling verification 24 hours per day, seven days per week.
- k. The system must be capable of recording and printing the name of the detainee and the date and time of the violation.
- l. The system provided must have the capability of polling all detainees from a central location over standard telephone lines. Polling should not take longer than five (5) hours to complete and should take place at the direction of the agency.

3.3.2.1 Central Polling Equipment

Central Polling Equipment supplied by the vendor and installed at an agency's designated facility must meet the following requirements:

- a. The vendor shall install and make operational, the Control Subsystem at a location designated by the using agency. The Central Polling Equipment for DJJ will be located at the Department's Electronic Monitoring office at 721 Woodbourne Avenue in Baltimore, MD. The Central Polling Equipment for DPSCS will be located at 2100 Guilford Avenue in Baltimore, MD.
- b. Must include a Central Processing Unit (CPU).
- c. Must include flat panel monitor.
- d. Must include a keyboard or other input device and a compatible mouse.
- e. Must include an un-interruptible power supply to include size and length of power supply for a minimum of four (4) hours of backup before exhaustion.

- f. Must include color laser printer which must accept plain paper and have the capability of manual and continuous paper feed.
- g. Must include modems to with 56K baud rates. In addition, the Contractor(s) shall supply and support a T1 transmission system connected to the designated agency location.
- h. Operating software shall be Windows NT based open system and shall include the amount of random excess memory needed to operate the program and number of individual CPU units permitted to operate under any basic licensing agreement.
- i. Data Backup capability (i.e. tape or re-writeable Compact Disk) and associated software must allow the State to copy on a daily basis the contents of the Central Polling Equipment's hard disk.
- j. Must have the capability to maintain a database which captures the total population in the system, population by designated jurisdiction, the average daily population for a specified period of time length of stay for each detainee, number of times on this or any Electronic Monitoring system and statistics by sex, age and race of the system population. This is to include charts, graphs and reports on any field of the database with percentages.
- k. Must be capable of generating reports from its database, which can be configured for specific populations and specific periods of time.
- l. CPU Software Requirements:
 - 1) Contractor(s) must provide a Basic Licensing Agreement to utilize software to monitor home detention units.
 - 2) The operating system and monitoring software shall be Windows NT open system based.
 - 3) The monitoring software must be in an MS Access compatible format to permit the State to import/export data from all available fields. Software not readily convertible to this format must be identified and may be excluded.
 - 4) The software must have the capability to maintain a database consisting of a variety of information fields which assigns a uniquely identified number for each detainee such as - name, address, age, offenses, sex race, curfew restrictions, violations, etc.
 - 5) The software must permit the State personnel to configure reports of any and all data captured in the database in any desired arrangement of fields, utilizing any filters appropriate to screen out unwanted information.
 - 6) The software must permit the at least six (6) State personnel to remotely access the database and review and print reports at the same time.

- m. Contractor(s) must provide security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility, which must include how employees and/or other staff will be monitored. Contractor(s), prior to commencing services, must submit a list of employees authorized to make changes or modify offenders' data or other agency program settings. Employees on the list will serve as contacts for Case Managers when there is a need to change/modify clients' data. The Contractor must detail how the company determines and maintains this authorization to employees.

3.3.2.2 Passive Verification System

a. Transmitter Tags

- 1) If the Passive Verification System involves an on-person transmitting tag, the tag shall contain a preprogrammed identity code or other such capability, which is unique to the detainee wearing the tag.
- 2) The transmitting tag must resist easy disassembly by unauthorized personnel.
- 3) The on-person device must transmit a notification to the Central Polling Station when there is a security problem, such as tampering and continue to transmit until received by the Central Polling Station.
- 4) Strap or other attachment replacement method.
- 5) The vendor must supply, at no additional cost, all the hardware and parts needed to install the transmitter tags throughout the term of the contract.
- 6) The transmitter tags must be shock resistant.
- 7) The transmitter tag must be water resistant, and weigh less than 5 ounces.
- 8) The transmitter tag must be capable of a data transmission via non-dedicated, standard, voice grade, touch tone telephone line or cellular device connected through a standard RJ-11 jack.
- 9) The transmitter tag must have a strap tamper/body tamper sensor.
- 10) The transmitter tag must have a 24-72 hour battery back-up.

b. Home Based Receiver

- 1) The home-based receiver must operate reliably within structures and without interfering with another nearby unit.
- 2) The home-based receiver must be capable of being installed and removed by State personnel.

- 3) If the Passive Verification System utilizes a home based receiver, then the receiver or verifier must have the ability to be contacted by the Central Polling Station Equipment to determine the presence of the detainee.
- 4) The receiver must recognize only the person or on person's device for which it has been programmed.
- 5) The receiver must be capable of a Short Message Service (SMS) data transfer with the Central Polling Station via a non-dedicated, standard, voice grade, or tone telephone line or Cellular device.
- 6) If receiver provided is a home-based receiver using a cellular device instead of a landline, the cellular device must have the following features included:
 - ✓ LED lights display status of power supply, cellular signal, and data transfer
 - ✓ Motion sensors to ensure the unit remains in place; an alert is sent when the unit is moved
 - ✓ Cellular unit must have a minimum of 12 hours battery back-up time
 - ✓ Has call-out and call-in capabilities only to the monitoring center and does not function as a normal cell phone
- 7) The receiver must operate on normal house current and without using a special electrical receptacle.
- 8) The receiver must have a 24-72 hour battery backup capable of receiving and storing all data in the event of a house current power loss.
- 9) Upon restoration of normal power, the receiver must permit the Central Polling Station to extract any data stored during an electrical power loss.
- 10) The receiver must notify the Central Polling Station of any unscheduled loss of a signal due to a disconnect from the telephone jack or a loss of power in the home upon reconnection.
- 11) The receiver must have tamper and tilt alarms must transmit a notification to the Central Polling Station in the event of any attempt at unauthorized entry, removal or when power to the unit is lost.
- 12) If a voice-verification or other passive system is proposed, the scheduling and frequency of calls must be available throughout the day. In addition, the system must have the ability to select the number of calls per a 24-hour period. (Ranging from 3-12 calls)

3.3.1.4 Portable Group Monitoring System (GMS) must:

- a. Be portable, and capable of real time monitoring of multiple detainees in a single location.
- b. Be capable of being used as a hand-held or as a car-mounted unit.

- c. Have the capability to add, delete and edit group member entries.
- d. Have a rechargeable battery, with a minimum of 18 hours of battery life.
- e. Have a memory buffer that can hold a minimum of 1500 messages.
- f. Have a PC interface for data uploading and logging.
- g. Be capable of immediate visual and audio reporting on instances of tampering or disappearances.
- h. Be capable of tracking of up to 120 tags.
- i. Be capable of producing a time-stamped log of events.
- j. Be capable of defining the group in advance or on the fly.

3.4 Functional Area 2: Active and Passive Global Positioning System Requirements

3.4.1 Active and Passive Global Positioning System requirements

3.4.1.1 Personal Tracking Device (PTD)

- a. The PTD must be belt worn or an ankle bracelet.
- b. The PTD must be water, shock and tamper-resistant.
- c. The PTD must have a battery life up to 30 hours, 18 hours average passive, 16 hours active. The Contractor will be responsible for supplying and replacing all defective or worn batteries.
- d. The PTD must report at a minimum the following status data:
 - AC loss
 - Transmitter Tamper
 - Transmitter low battery
 - Inclusion/exclusion Zone Violations
 - Scheduled calls
 - Charge Condition and Time
 - Missed Call attempts
 - Number of Calls made
 - Violation of Charge Rules
 - Phone loss
 - Battery back-up
 - Case Tamper
 - RF leaves and enters
 - Location leaves and enters
 - Loss of GPS signal
- e. Battery charge time must be less than 6 hours.

- f. The PTD must acquire GPS within (2) minutes or less when placed in an outdoor environment with a 180degree view of the sky from horizon to zenith.
- g. The PTD must be capable of storing data for 4 days typical use.
- h. The PTD must be configurable by the case manager using laptop or desktop computer with a secure internet connection
- i. The PTD must encrypt all data communications
- j. The Position Accuracy of the GPS system proposed must be plus or minus 15 meters, using Standard Positioning Service (SPS).
- k. The PTD must use cell technology to communicate a detainee's location to the central monitoring center or Case Manager
- l. The PTD must include an internal clock and memory to store data if communication with the Monitoring Center is disrupted or if AC or backup power fails. If communication with the Monitoring Center is disrupted, the monitoring unit must transmit stored data to he Monitoring center or Case Manager as soon as communication is restored.

3.4.1.2 Portable Monitoring Equipment

- a. System shall allow for locating the detainee at any time of the day and review the detainee's location for any previous time frame on-demand.
- b. System shall have AVL (automatic vehicle location) capabilities to monitor field officer's locations.
- c. The Contractor shall supply a web/browser-based based software application with on-screen Inclusion and Exclusion Zone mapping without the need to load any proprietary software. The software must enable the Case Manager to view the participant's movement history by way of geographical mapping system overlay.

3.4.1.3 Central Polling

- a. The Contractor will provide a Remote Location Monitoring System that will receive, record and store data from all client transmitters and Personal Tracking Devices. All equipment components and systems must have FCC Certification.
- b. The Passive Global Positioning System shall have the same features as an Active Global Positioning System but unlike the active system, information which provides feedback on low battery level, tamper detection, zone violations, and other equipment operations conditions is relayed to the Central Monitoring Station after the detainee goes home and places the PTD in the charger unit.

3.5 Functional Area 3: Video, Voice, Breath Alcohol Monitoring, Including Continuous Alcohol Monitoring System Requirements

3.5.1 In-home Alcohol Testing System Requirements

- a. Device must verify identity of the appropriate user by utilizing a voice or digital imaging recognition verification process.
- b. If the proposed system uses video imaging verification, it must allow for the in-home unit to capture the detainee's images in near darkness.
- c. If the proposed system uses voice recognition, it must support all languages, local accents and dialect, including native and non-native speakers.
- d. If the proposed system uses voice recognition, it must use proximity sensors that monitor the presence of the user's face against a mask or other such feature.
- e. Device must be capable of taking a deep lung sample from the user's breath and comparing it to a calibrated breath alcohol standard, which is stored in the system's memory.
- f. Device must be capable of recognizing voice prompts in English and Spanish to ensure proper usage.
- g. Device must be battery operated. One charge must be sufficient to last 12 hours including two (2) alcohol tests.
- h. System proposed must be capable of scheduling tests randomly or by monitoring staff.
- i. Device must be capable of being used as a stand-alone unit or in electronic monitoring.

3.5.2 Continuous Alcohol Monitoring

- a. The System must provide 24-hour monitoring of alcohol concentration through the skin.
- b. The unit shall be attached to the detainee's ankle using secure straps and alarms that detect any attempt to tamper with the device.
- c. The unit shall communicate with the Central Monitoring Center using a modem installed on a regular phone line

3.6 Vendor Supplied Equipment Repair/Maintenance/Replacement

- 3.6.1 The vendor is responsible, at no additional cost to the State, for the maintenance, repair or replacement of all equipment or software provided under this procurement.

- 3.6.2 In the event that any of the equipment or software provided under this procurement fails to function, as determined by the State, is lost or stolen or is damaged, the Contractor(s), at no additional cost to the State, must provide a replacement component or components within 24 hours of notification by the using agency.
- 3.6.3 The Contractor(s) must provide, at no additional cost, a manned, toll free, 24 hour telephone number to engineering and/or repair personnel to troubleshoot malfunctions and discuss other issues relating to the operation of the system.
- 3.6.4 The turnaround time for serviced equipment is five (5) working days (pickup to return delivery) from date of fax or email notification to Contractor(s) by the using agency. Contractor(s) will not wait to receive returned equipment before shipping replacement items specified in the email/fax notification.
- 3.6.5 Using agencies will make all reasonable efforts to deter the theft, loss or damage to the vendor's equipment. The State will not be responsible for any equipment lost, stolen or damaged. The Contractor(s) is responsible for all costs for shipping or delivering equipment to or from the vendor's repair facility.

3.7 Vendor Supplied Training Requirements

Once a system has been delivered, installed and is properly functioning, the vendor must:

- 3.7.1 Provide on-site training for fifteen (15) using agency personnel on the operation of the Central Polling Equipment.
- 3.7.2 Provide on-site training for seventy (70) using agency personnel on the installation and operation of the in-home verification equipment and drive-by verification equipment.
- 3.7.3 Provide on-site formal refresher training or training for newly assigned staff at no additional cost to the using agency for all Electronic Monitoring Unit personnel at least once every six (6) months.

3.8 Reports

3.8.1 Monthly Reports

Monthly Reports shall be provided for each calendar month during the Contract term. Electronic reports must be provided on CD by the 15th day of the month following the reporting period to the State Contract Manager regarding purchases of equipment or service associated with any contract as a result of this RFP in a format approved by the State. (Microsoft Access and Excel are preferred). These reports shall be structured in a column format and contain the data elements specified for each type of required report detailed below.

- 3.8.2 Monthly New Equipment or New Service Report – The report shall identify each new equipment or new service delivery (or order) in the report period, reported by functional area, subtotaled by functional area, with all functional areas grand totaled. The following information must be identified for each new equipment or new service:

Department Acronym (i.e., DBM, DJJ, DPSCS, etc.)
Division Name (i.e., Telecommunications, Crownsville Hospital, State Highway Administration, etc.)
Address where equipment is installed
Item Description with:
Serial Number
Quantity
Monthly Unit price
Extended Monthly price
Any One time/Non-recurring prices with:
Description
Quantity
Unit Price
Extended Price
Total Monthly Expenditures by agency
Purchase Order Number

3.8.3 Monthly Active Accounts Report. The report shall provide the following information for each account active during the report period:

Agency Acronym, **Account Number and sub-account number** (e.g., DJJ, DPSCS, etc.)
Division Name (e.g., Public Safety, Hickey School etc.)
User Name
Address where invoiced is mailed
System selected
Date System/Item was installed
Total monthly charges
Month and year of report

3.8.4 Fiscal Year-End Reports:

Electronically on a CD, the Contractor(s) must submit to the State Contract Manager by July 15th of each year of the base term of the contract and any option years a report detailing the items for the State's previous fiscal year (July 1- June 30). Reports shall contain, at a minimum, the following summary information for each account, sub-account and division:

Agency Acronym, **Account Number and sub-account number** (e.g., DJJ, DPSCS, etc.)
Division Name (e.g., Public Safety, Hickey School etc.)
Department Acronym (i.e., DBM, DJJ, DPSCS, etc.)
Division Name (i.e., Telecommunications, Crownsville Hospital, State Highway Administration, etc.)
Item/System description with:
Date System/Item was installed
Serial Number
Quantity
Monthly Unit price
Extended Monthly price
Any One time/Non-recurring prices with:

Description
Quantity
Unit Price
Extended Price
Total Expenditures for the fiscal year

3.8.5 Minority Business Enterprise Reports.

The Contractor(s) and any MBE subcontractors shall submit MBE reports as outlined in Attachment D.

3.8.6 Contract Close Report.

The Contractor(s) shall prepare and submit to the State Contract Manager a closeout report due on the last day of the contract, to include a final inventory of all existing accounts in the same format as the monthly reports. The Contractor(s) shall cooperate and provide to any successor and/or State Agent to the contract information and records a successor or State Agent would require to continue services.

3.8.7 Failure to provide any of the required electronic reports by the 15th day of the month following the reporting period will result in liquidated damages being applied in accordance with Section 3.12 of this RFP.

3.8.8 Electronic reports shall be submitted to the State Contract Manager for approval before forwarding to State Agencies for processing.

3.9 Ordering Process

3.9.1 The Contractor(s) shall receive purchase orders from using State agencies. The purchase order will serve as a notice to proceed to the Contractor. The State will process and fax purchase orders to the Contractor. Any purchase order not signed by the State shall not be considered valid and will require the vendor to expedite follow-up communication to the State Contract Manager within one business day to correct this error.

3.9.2 All shipments shall be accompanied by a packing list including the identification of the items shipped, quantities, agency Purchase Order number and the contract number. Drop shipments must contain packing lists with the same information. All packages must have the purchase order number clearly marked on the outside. Shipments received without a packing list and/or Purchase Order number shown on the outside of the package may be refused and returned at the Contractor's expense.

3.9.3 Contractor(s) shall provide return authorization/asset recovery/exchange procedures in the event that a product arrives unusable, defective or was ordered incorrectly.

3.9.4 Items shall be delivered F.O.B. destination. Contractor(s) will be responsible for any loss and/or damages to any equipment before receipt of shipment by the State. All deliveries must conform to delivery instructions contained on the Purchase Order faxed to the Contractor, which may call for delivery to either a loading dock or a designated inside location. If delivery instructions are not included on a Purchase Order prior to shipping, the Contractor must contact the Agency point-of-contact for delivery instructions.

3.9.5 Contractor(s) shall work through the Agency point-of-contact shown on the Purchase Order for scheduling all at-site activity (i.e., pick-up, delivery).

3.9.6 Contractor(s) shall provide a Marketing Point of Contact (MPOC) and a Backup Marketing Point of Contact (BMPOC) to the State Contract Manager for routine equipment and service ordering.

3.9.7 Contractor(s) shall deliver any combination of ordered equipment and service within three (3) business days of the receipt of a Purchase Order from DBM. The State Contract Manager may grant exceptions for special circumstances. When exceptions are granted they will be documented by fax, email, or memorandum by the State Contract Manager.

Contractor(s) shall guarantee delivery of emergency orders within forty-eight (48) hours form receipt of order. Emergency orders will be transported by the most expedient manner available with the transportation cost born by the purchaser less normal shipping cost.

3.10 Billing Information

3.10.1 Services shall be billed on a calendar monthly basis, from the first of each month to the last calendar day of each month. Contractor will provide:

- One single Master State Account Number for all services activated under the contract
 - The Master State Account is necessary to allow the Department of Budget and Management to manage the contract as a whole.
- Sub-Accounts, with sub-account numbers, for all State Agencies.
 - The sub-accounts are necessary to allow the Agencies of the State to manage their individual billing under the contract.
- Further sub-divided account numbers for units within State Agencies.
 - Further sub-divided accounts are necessary to allow units within an agency to monitor employee usage of the wireless service and to manage the pooled plan minutes.

3.10.2 The Contractor(s) will send all invoices for all State agency accounts and sub-accounts on the fifth business day of the month. The invoice will cover the prior month. Invoices for Agency accounts and sub-accounts must be delivered to the Agency or sub-account point of contact. In addition, one invoice will be submitted electronically on a CD to the State Contract Manager on a monthly basis for the previous month's service by the 15th calendar day of the following month, i.e., a copy of June's bill will be submitted by the 15th of July.

Invoices for payment shall contain the Contractor's Federal Employer Identification Number (FEIN), and well as the information described below, and must be submitted monthly directly to the State agency. The Contractor will collate and bill each State agency one total monthly invoice with the same breakdown as noted in Section 2.5.1.3 Monthly Active Accounts Report above. Any extraneous terms on Contractor's invoices shall be void and have no effect.

The invoice shall include all charges for the billing period and will include as a minimum:

Department Acronym (i.e. DJJ, DPSCS, etc.)

Division Name (i.e., Home Monitoring, Telecommunications, etc.)

Address where equipment is installed

Item Description with:

Serial Number

Quantity

Monthly Unit price

Extended Monthly price

Any One time/Non-recurring prices with:

Description
Quantity
Unit Price
Extended Price
Total Monthly Expenditures by agency
Purchase Order Number

Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. The final payment under the contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

- 3.10.3 The Contractor(s) will provide a website with a database to review supplied systems, equipment and invoices. Contractor shall provide its' website URL as part of its' technical proposal. Each individual account will only be accessible to the authorized account holder. The State Contract Manager shall have electronic access to all State accounts.
- 3.10.4 A copy of all monthly invoices by agency will be retained on an individual CD and will be presented to the State Contract Manager as often as requested by the State.
- 3.10.5 The Contractor(s) will provide a Billing Point of Contract (BPOC) and a Backup Billing Point of Contact (BBPOC) to the State Contract Manager for routine equipment and service billing issues.
- 3.10.6 The State of Maryland is generally exempt from taxation. The Offeror shall disclose to the State any taxes that it proposes to collect in connection with any one-time or recurring charges that arise under the Contract. The State's determination as to whether a tax may be collected shall be binding on the Offeror.

3.11 Security Standards

- 3.11.1 The Contractor(s) shall comply with and adhere to the Maryland State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line. See Department of Budget & Management website for details. Select IT Security Policy and Standards
http://www.dbm.maryland.gov/portal/server.pt?space=Dir&spaceID=7&parentname=CommunityPage&parentid=0&in_hi_userid=1332&control=OpenSubFolder&subfolderID=3790&DirMode=1>

3.12 Liquidated Damages

- 3.12.1 It is critical to the success of the State's programs that the services be maintained in accordance with the schedules agreed upon by the State. It is also critical to the success of the State's programs that the Contractor operates in an extremely reliable manner.
- 3.12.2 It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service, reporting, and contacting key Contractor personnel on scheduled work and provision of services to the citizens of the State. The State and the Contractor, therefore, presume that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in

the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

3.12.3 Liquidated Damages for interruption of Service:

Reliability of the service of the Contractor(s)' network is of the essence. Downtime on any part of the contracted network service must be minimized by prompt response and corrective action within four clock hours of the detection of a loss of service of the network by either the DBM Contract Manager or the Contractor(s). If the Contractor(s) fails to return service of the network within the four hours, then the State may assess liquidated damages in the following amounts:

Beginning with the fifth hour and for any successive hour or portion thereof without service of the network, an assessment of \$100.00 per hour or portion thereof will be made against the Contractor(s).

3.12.4 Liquidated Damages for failure to deliver reports:

Beginning with the first business day and for any successive day or portion thereof a report is past due, an assessment of \$100.00 per day or portion thereof will be made against the Contractor(s).

3.12.5 Liquidated Damages for failure to keep contact information up to date or meet contact times:

Beginning with the first hour and for any successive hour or portion thereof the EPOC or BEPOC fails to be in contact with the DBM Contract Manager for all emergencies, an assessment of \$100.00 per hour or portion thereof will be made against the Contractor(s).

Beginning with the first business day and for any successive day or portion thereof the BPOC or BBPOC fails to be in contact with DBM Contract Manager concerning questions and resolutions of billing issues, an assessment of \$100.00 per day or portion thereof will be made against the Contractor(s).

Beginning with the first business day and for any successive day or portion thereof the MPOC or BMPOC fails to be in contact with the DBM Contract Manager concerning routine equipment and service ordering, an assessment of \$100.00 per day or portion thereof will be made against the Contractor(s).

3.12.6 The Contractor(s) will not be assessed liquidated damages when the event is the result of a national emergency or natural disaster, fire or other acts of God, provided the Contractor(s) notifies the State of such circumstances and the State determines the event was beyond the control and without fault or negligence of the Contractor(s). This compensation will be for delay related costs only. The Contractor(s) will remain liable for other non-delay costs actually incurred by the State such as excess procurement costs in the event the contract is terminated for cause and must be re-competed by the State or awarded to another Contractor(s).

Section 4 – Proposal Format

4.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Offerors must submit a separate proposal (Technical & Financial) for each Functional Area being offered.

4.2 Proposals

Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and five (5) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word 2000 format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2" diskette or CD.

4.3 Submission

For each functional area proposed the Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title, functional area proposed and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

4.4 Volume I – Technical Proposal

4.4.1 Transmittal Letter

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda and the functional area proposed. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

4.4.2 Format of Technical Proposal

Technical proposals must be submitted for each functional area proposed in a separate sealed package labeled "Volume I - Technical Proposal" and must bear the name and address of the Offeror, the name, functional area proposed and number of the RFP and the closing date for proposals on the outside of the package. Inside this package an unbound original, to be so labeled, five (5) copies and the electronic version shall be provided. The technical proposal shall include:

4.4.2.1 Title and Table of Contents

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name, functional area proposed and number of this RFP. This should be followed by a table of contents for the technical proposal. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal.

4.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary" including the functional area proposed and how the Offeror meets the minimum qualifications outlined in Section 2. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

4.4.2.3 Offeror Technical Response to RFP Requirements

The Offeror must address each criterion in the technical proposal and describe how the proposed system will meet the requirements as described in Section 3 the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that represents a system requirement shall include an explanation of how the work will be done. In addition, the vendor shall describe the acceptable operating environment and limitation imposed on the system due to building structural features.

After submission of offers, Offerors are required to submit to the State, five (5) activated units of each system proposed, at no cost to the State, for evaluation purposes. The units will be returned to the Offeror after a three (3) month evaluation period.

4.4.2.4 Offeror Experience and Capabilities

Offerors shall include information detailing past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

- 1) An overview of the Offeror's experience providing equipment and services similar to those included in this RFP. This description shall include:

A summary of the services provided by the Offeror,
The Electronic Monitoring Systems provided to existing customer base,
The number of years the Offeror has provided these services,
The number of clients and geographic locations the Offeror currently serves,
The process for resolving billing errors,
An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary or back-up roles;
and

Provide the names and titles of the key management personnel directly involved with supervising the services rendered under this contract along with their resumes.

2) A time line, in days, for delivery, installation, training and operation of the system(s) must be included with each technical proposal. The time line must include the days necessary, from the date of contract award, to deliver, install, train and to begin operation of a 400 detainee system. The Offeror must describe transition from the existing system to their system in the time line.

3) Training - Provide a course outline for the State's acceptance. The course outline shall include the following:

Type of training (formal, staging, user, etc.),

Specific course and material to be covered,

Time duration of classroom training; and

Supporting documentation.

4.4.2.5 References

References of up to three of its customers who are capable of documenting:

The Offeror's ability to manage projects of comparable size and complexity

The quality and breadth of services provided by the Offeror

Each client reference must include the following information:

Name of client organization

Name, title, and telephone number of Point-of-Contact (POC) for client organization

Value, type and duration of contract(s) supporting client organization

The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and improvements made to client systems (e.g. reduction in operation/maintenance costs while maintaining or improving current performance levels)

An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror's offices for the purpose of evaluating proposals.

4.4.2.6 Economic Benefit Factors

A general description of how the Offeror's performance of this Contract will benefit Maryland, with specific commitments of personnel and resources in the Contract proposal response. Do not include any detail of the financial proposals with this technical information.

NOTE: Because there is no guarantee of any level of usage under this contract beyond the initial purchase of the modeling tool, in providing the information required in this section, the Offeror should state its level of commitment per \$1,000 of contract value. In

other words, for each \$100,000 of contract value, state how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

Describe the following:

The benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. Do not include any detail of the Financial Proposals with this technical information:

The estimated percentage of Contract dollars to be recycled into Maryland's economy, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.

The estimated number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.

Tax revenues to be generated for Maryland and its political subdivisions as result of the Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.

The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State that would result from the Offeror's proposal.

4.4.2.7 Subcontractors: Offerors must identify all subcontractors, if any, and the roles these subcontractors will have in the performance of the Contract. Subcontractors used to meet the MBE goal of this RFP must also be identified

4.4.2.8 Problem Reporting Procedures: The Offeror shall submit its written procedures for reporting problems or suspected problems for the installed equipment and or systems

4.4.2.9 Sample Invoice: The Offeror shall submit a sample invoice with an explanation of what each element on the invoice represents

4.4.2.10 Required Submissions: Offerors must submit the following items in the original Technical Proposal:

- 1) A completed Bid/Proposal Affidavit (Attachment B)
- 2) A completed MBE Utilization & Fair Solicitation Affidavit (Attachment D, D-1)
- 3) A completed MBE Participation Schedule (Attachment D, D-2)

4.5 Volume II - Financial Proposal

1. In order to assist Offerors in the preparation of their Financial Proposals and to comply with the requirements of this solicitation, Attachment G - Financial Proposal Form Instructions and Proposed Price Form Sheets G-1 through G-3 have been prepared. Offerors must submit their Financial Proposals on these forms in accordance with the instructions on the forms and as specified herein.

2. The Price Bid Forms Sheet G-1 through G-3 are to be completed, signed and dated by an individual who is authorized to bind the Offeror to all prices and discounts offered. Enter all information in the spaces provided.

3. All criteria included in these forms, i.e., the estimated quantity or amounts for various items shown on the forms, are for price evaluation purposes only. The State reserves the right, at its sole discretion, to purchase in different quantities than those referenced in the proposed price forms. The State reserves the right, at its sole discretion, not to purchase any equipment or service proposed under this RFP.

4. Offerors are required to record the unit prices, percentages, etc., for each listed element. Where appropriate, calculate the extended price and compute a total, which shall be the basis for financial evaluation for each product line.

All unit/extended Prices must be clearly typed or written in ink with dollars and cents, e.g., \$24.15.

All percentages must be expressed as decimals and be typed or written in ink with no more than three decimal places, (e.g. Record "0.155" for 15.5%).

All Unit Prices must be the actual unit prices the State will pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner. All percentages proposed must be the actual minimum percentage reductions that will be applied to any item on the manufacturer's suggested retail price lists (MSRP).

All goods required or requested by the State and proposed by the Offeror at No Cost to the State must be clearly entered in the unit and extended price with \$0.00.

For any product line proposed all goods required or requested within a product line by the State must be offered by the Offeror.

Except as instructed on the form, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.

5. Offerors must record the required information on each table as follows:

ATTACHMENT G-1A– Active RF Electronic Home Detention Systems – Fill in the unit pricing for the equipment categories specified in a quantity of 1 to 1000. Under (A), (B), (C), and (D) fill in the daily equipment unit rate for the units of the equipment categories specified. Under (E) fill in the daily service rate for providing 1000 Active RF Electronic Home Detention Systems. (E) is the total cost of adding (A), (B), (C) and (D).

ATTACHMENT G-1B – Passive RF Electronic Home Detention Systems – Fill in the unit pricing for the equipment categories specified in a quantity of 1 to 1000. Under (A), (B), (C), and (D) fill in the daily equipment unit rate for the units of the equipment categories specified. Under (E) fill in the daily service rate for providing 1000 Passive RF Electronic Home Detention Systems. (E) is the total cost of adding (A), (B), (C) and (D).

ATTACHMENT G-2A – Active Global Positioning Systems – Fill in the unit pricing for the equipment categories specified in a quantity of 1 to 1000. Under (A), (B), and (C) fill in the daily equipment unit rate for the units of the equipment categories specified. Under (E) fill in the total cost by adding (A), (B) and (C).

ATTACHMENT G-2B – Passive Global Positioning Systems – Fill in the unit pricing for the equipment categories specified in a quantity of 1 to 1000. Under (A), (B), and (C) fill in the daily equipment unit rate for the units of the equipment categories specified. Under (E) fill in the total cost by adding (A), (B) and (C)

ATTACHMENT G-3 – Video/Voice/Breath Alcohol Monitoring Systems – Fill in the unit pricing for the equipment categories specified in a quantity of 1 to 999. Under (A1), (A2), (A3) fill in the daily unit pricing for 500 units of the kind proposed (video/voice or breath). Under (B) fill in the price of 2 pieces of Central-Polling off-premise equipment . Under (C) fill in the daily service rate for providing 500 Video Alcohol Monitoring Systems. Under (D) fill in the daily service rate for providing 500 VOICE Alcohol Monitoring Systems. Under (E) fill in the daily service rate for providing 500 BREATH Alcohol Monitoring Systems. Under (F) fill in the daily service rate for providing 500 CONTINUOUS Alcohol Monitoring Systems.

6. It is imperative that the prices and percentages included on Attachment F pages have been entered correctly and calculated accurately by the offeror and that the respective totals agree with the entries on the forms. Any incorrect entries or inaccurate calculations by the offeror will be treated as provided in COMAR 21.05.02.12.

SECTION 5 – Evaluation Criteria and Selection Procedure

5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose and will be based on the criteria set forth below. The Contract(s) resulting from this RFP will be awarded to the Offeror(s) that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- 1) Proposed Solution
- 2) Vendor experience and capability
- 3) Training, repair and maintenance plans
- 4) References
- 5) Transition Plan
- 6) Economic benefit factors

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Offerors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures

5.5.1 General Selection Process

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the

State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.5.2 Selection Process Sequence

- 1) The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 2 of the RFP. Offerors who fail to meet this basic requirement will be disqualified and their proposals eliminated from further consideration.
- 2) The next level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 3) Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4) The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 5) When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- 6) Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical will be given greater weight than price factors.

ATTACHMENTS

In accordance with State Procurement Regulations:

ATTACHMENT A is the State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award.

ATTACHMENT B - Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – Contract Affidavit. It is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT D –Minority Business Enterprise Instructions/Forms (REVISED 10/1/2004).

ATTACHMENT E – Vendor Electronic Funds Transfer (EFT) Registration.

ATTACHMENT F – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP section 1.6 by those potential Offerors who plan on attending the conference.

ATTACHMENTS G – Price Proposal

ATTACHMENT A

CONTRACT

THIS CONTRACT is made this _____ day of _____, 20__ by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Contract Manager” means _____
- 1.2 “Offeror” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 “Department” means the Department of Budget and Management
- 1.4 “Financial Proposal” means the Offeror’s Financial Proposal dated _____.
- 1.5 “Procurement Officer” means Robert Krysiak.
- 1.6 “RFP” means the Request for Proposals for Electronic Monitoring Systems, 050R5800116.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Offeror’s Technical Proposal, dated _____.

2. Scope of Work

2.1 Offeror shall provide Eelctronic Monitoring Systems and Equipment and the systems and equipment shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – Request for Proposals –Project No. 050R5800116.
- Exhibit B – Offeror’s Technical Proposal dated _____.
- Exhibit C - Offeror’s Financial Proposal dated _____.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Offeror to an

equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Offeror's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Offeror must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Offeror shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Offeror from proceeding with the Contract as changed.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Offeror shall provide the services, hardware, and related software described in Offeror's Proposal in accordance with the RFP. The term of this Contract is for a period of two (2) years commencing on the date that the Department executes this contract and terminating on February 28, 2007. The State, at its sole option, shall have the unilateral right to extend the contract for three (3) additional successive one-year terms. The Offeror shall provide equipment and services upon receipt of a Notice to Proceed from the State of Maryland Project Manager.

4. Consideration and Payment

4.1 Payments to the Offeror shall be made no later than thirty (30) days after the using agency's receipt of an invoice and timesheets for any labor associated with any services provided from the Offeror, acceptance by the purchasing agency of equipment and services provided by the Offeror, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Offeror's Federal Tax Identification Number which is _____ Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the using Agency point-of-contact.

4.2 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Offeror fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Offeror to be reduced or withheld until such time as the Offeror meets performance standards as established by the Procurement Officer.

4.3 At least fifteen (15) days prior to the contract anniversary date, and as provided within the RFP, the Offeror may submit a request to adjust the contract services rates then in effect. Any such adjustment shall be based upon a change in the Consumer Price Index (CPI), as described in Section 1.4 of the RFP.

5. Personnel

Offeror agrees that personnel identified in its proposal shall be assigned to the Contract for the duration of the Contract.

6. Rights to Records

6.1 The Offeror agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Offeror, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Offeror other than that specifically provided by this Contract.

6.2 The Offeror agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Offeror hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

6.3 The Offeror shall report to the Contract Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Offeror with respect to all data delivered under this agreement.

6.4 The Offeror shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

7. Patents, Copyrights, Intellectual Property

7.1 If the Offeror furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Offeror shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Offeror will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Offeror infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent or copyright, the Offeror will defend the Agency against that claim at Offeror’s expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Offeror in writing of the claim; and (ii) allows Offeror to control and cooperates with Offeror in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 7.3 below.

7.3 If any products furnished by the Offeror become, or in the Offeror's opinion are likely to become, the subject of a claim of infringement, the Offeror will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Offeror's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Offeror or any of its Subcontractors or agents, the Offeror shall be responsible for recreating such lost data, at its sole cost, in the manner and on the schedule set by the Contract Officer. The Offeror shall ensure that all data is backed up, and is recoverable by the Offeror.

10. Indemnification

10.1 The Offeror shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Offeror or its Subcontractors under this Contract.

10.2 The State of Maryland has no obligation to provide legal counsel or defense to the Offeror or its Subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Offeror or its Subcontractors as a result of or relating to the Offeror's obligations under this Contract.

10.3 The Offeror shall immediately notify the Contract Officer of any claim or suit made or filed against the Offeror or its Subcontractors regarding any matter resulting from, or relating to, the Offeror's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Offeror's performance under this Contract.

11. Non-Hiring of Employees

No employee of the State of Maryland whose duties as such employee includes matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this contract and while so employed, become or be an employee of the Offeror or any entity that is a sub-Offeror on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and

COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Offeror shall proceed diligently with the performance of the Contract in accordance with the Contract Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Offeror must file a written notice of claim with the Contract Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Offeror must submit to the Contract Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this contract, or to any purchase order, or Notice to Proceed, issued under this contract.

14. Nondiscrimination in Employment

The Offeror agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause Subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Offeror warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Offeror to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Agreement.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Offeror's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Offeror and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Offeror shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Offeror as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Offeror fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Offeror. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Offeror shall, at the State's option, become the State's property. The State of Maryland shall pay the Offeror fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Offeror's breach. If the damages are more than the compensation payable to the Offeror, the Offeror will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Offeror has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Offeror shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

19. Delays and Extensions of Time

The Offeror agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Offeror for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Offeror, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Offeror in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Offeror or the Subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Offeror in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Offeror shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Offeror shall comply with Article 33, Sections 14-101 -- 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. Retention of Records.

The Offeror shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or the Contract Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Representations and Warranties.

The Offeror hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Offeror certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Offeror furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Offeror may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Offeror assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 11 and 13 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Offeror’s obligations to the Subcontractors.

28. Administrative

28.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

28.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Department of Budget and Management
Office of Information Technology
45 Calvert Street
Annapolis, Maryland 21401
Attention: Contract Officer State of Maryland Network Communications Equipment

If to the Offeror: _____

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

OFFEROR

By:

Date

Witness: _____

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By:

Date

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, _____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

Attachment A Rev 02/21/02

ATTACHMENT B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]

and the duly authorized representative of [business] _____

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each

debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 14-101 -- 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Contract Officer within 10 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____
 Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Offeror warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Offeror to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

BPAFF
6/13/01

**ATTACHMENT C
COMAR 21.07.01.25
CONTRACT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

_____ (title)

and the duly authorized representative of _____ (business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated _____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____ BY: _____
Signature

(Authorized Representative and Affidavit)

ATTACHMENT D
Minority Business Enterprise Instructions/Forms
State of Maryland
DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

An MBE subcontract participation goal of **10** percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

An overall MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

A bidder or offeror must include with its bid or offer:

A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

Outreach Efforts Compliance Statement (Attachment D-3)

Subcontractor Project Participation Statement (Attachment D-4)

If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.

Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

Attachment D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

***** *EFFECTIVE OCTOBER 1, 2004* *****

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. 050R5800116, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent and, if specified in the solicitation subgoals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposal), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder of the apparent awardee.

2. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment D-2

MBE Participation Schedule

***** *EFFECTIVE OCTOBER 1, 2004* *****

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/SIC</i>	
<i>Percentage of Total Contract</i>	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/SIC</i>	
<i>Percentage of Total Contract</i>	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/SIC</i>	
<i>Percentage of Total Contract</i>	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ %

TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

Attachment D-2

MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

Attachment D-3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. 050R5800116, I state the following:

Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

This project does not involve bonding requirements.

Bidder/Offeror did/did not attend the pre-bid/proposal conference

No pre-bid/proposal conference was held.

_____ By: _____
Bidder/Offeror Name

_____ Name, Title
Address

_____ Date

Attachment D-4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in
Prime Contractor Name

conjunction with Solicitation No. **050R5800116**, it and _____,
Subcontractor Name

MDOT Certification No. _____, intend to enter into a contract by which

Subcontractor shall (describe work): _____

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division

Room 205, P.O. Box 746

Annapolis, Maryland 21404-0746

ATTACHMENT F
PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. 050RXXXXXX
HOME DETENTION SYSTEMS

A Pre-Proposal Conference will be held at 10:00 am, on November 17, 2004. Please return this form by November 15, 2004 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Robert Krysiak at 410-260-7179.

Return or fax this form to the Procurement Officer:

Robert Krysiak
Department of Budget & Management
Procurement Unit, Room #111
45 Calvert Street
Annapolis, MD 21401
Fax # (410) 974-3274

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Signature

Title

ATTACHMENT G
PRICE PROPOSAL FORMS
(Available electronically as a separate document)